



Anna M. Budde
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January 3, 2011

Director of the U.S. Patent and
Trademark Office
P. O. Box 1450
Alexandria, VA 22313-1450

Re: U.S. Patent No. 7,851,036
Issued: December 14, 2010
Inventor(s): Henry W. Bonk, et al.
For: Gas-Filled Cushioning Device

**REQUEST UNDER 37 C.F.R. § 3.81(b) FOR U.S. PATENT 7,851,036 B2 TO BE
CORRECTED TO STATE THE NAME OF ASSIGNEES NIKE, INC. AND NIKE IHM, INC.**

Sir:

Before issuance of this Patent, an assignment was submitted for recordation as set forth in 37 C.F.R. § 3.11. This assignment was recorded at reel/frame 7718/0054. The assignment conveyed to Assignees Nike, Inc. and Tetra Plastics, Inc. all of Assignors Henry W. Bonk's and David Goldwasser's right, title, and interest in and to the inventions and improvements, U.S. Patent Application 08/475,276, and to all additional applications for patent filed in the United States and patents granted therefore.

Tetra Plastics was re-named Nike IHM, Inc. in 1998.

Copies of the assignment and recordal are attached. A copy of Nike IHM, Inc.'s webpage recounting its history is attached.

This request is accompanied by a certificate of correction under 37 C.F.R. § 1.323 and the fee in 37 C.F.R. § 1.20(a).

This request is also accompanied by the processing fee set forth in 37 C.F.R. § 1.17(i).

The office is invited to telephone the undersigned if it would be helpful for resolving any issue.

Respectfully submitted,

By Anna M Budd
Anna M. Budde
Reg. No. 35,085

AMB/pm
Enclosure

4022-00003



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 25, 1996

PTAS

HARNESSE, DICKEY & PIERCE, P.L.C.

MICHAEL P. BRENNAN

P.O. BOX 828

BLOOMFIELD HILLS, MI 48303



100102590A

VMPB

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/13/1995

REEL/FRAME: 7718/0054

NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BONK, HENRY W.

DOC DATE: 07/13/1995

ASSIGNOR:

GOLDWASSER, DAVID

DOC DATE: 07/13/1995

ASSIGNEE:

NIKE, INC.

ONE BOWERMAN DRIVE

BEAVERTON, OREGON 97005

ASSIGNEE:

TETRA PLASTICS, INC.

8 RESEARCH PARK DRIVE

ST. CHARLES, MISSOURI 63304

SERIAL NUMBER: 08475276

FILING DATE: 06/07/1995

PATENT NUMBER:

ISSUE DATE:

SEDLEY PYNE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

40-581



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Attorney Docket No. 4022-00003

COVER SHEET FOR RECORDAL OF DOCUMENT (PATENT)

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

12-08-1995



100102590

Sir:

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case. The following information is provided:

(1) **Name Of Party Conveying The Interest:**

Henry W. Bonk
David Goldwasser

(2) **Name And Address Of Parties Receiving The Interest For The United States:**

NIKE, Inc.
One Bowerman Drive
Beverton, OR 97005

And

Tetra Plastics, Inc.
8 Research Park Drive
St. Charles, MO 63304

(3) **Description Of The Transaction To Be Recorded:**

☒ Assignment ☐ License
☐ Change of Name ☐ Other _____

(4) **Application(s) and/or Patent(s) Against Which Enclosure Is To Be Recorded:**

☒ Serial Number 08/475,276, filed June 7, 1995.
☐ Application being filed concurrently herewith.
☐ Patent Number _____, issued _____

(5) **Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:**

Michael P. Brennan
Harness, Dickey & Pierce, P.L.C.
P. O. Box 828
Bloomfield Hills, MI 48303

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40.09 GK

- (6) **Number Of Applications and/or Patents Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications/Patents: . 1

Total Recordal Fee Enclosed: . . . 40.00

- (7) **Date The Document Was Executed:** July 13, 1995

To the best of my knowledge and belief, the foregoing information is true and correct and the undersigned verifies that the assignment document it is a true copy of the original.

If, for some reason, Applicant(s) have/has not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due. A duplicate copy of this document is enclosed.

Respectfully submitted,

By: Robert M. Siminski

Robert M. Siminski
Reg. No. 36,007
Attorney for Applicant(s)

Date: November 8, 1995

RMS:acs

ASSIGNMENT AND POWER OF ATTORNEY

WHEREAS, We: Henry W. Bonk, a citizen of the United States, residing at 51 Seiter Hill Road, Wallingford, Connecticut 06492; and David Goldwasser, a citizen of the United States, residing at 1601 Wilson Forest View Court, Chesterfield, Missouri 63005; have invented certain new and useful inventions or improvements in and for Barrier Membranes Including A Barrier Layer Employing Aliphatic Thermoplastic Urethanes for which an application for Letters Patent for the United States was filed on June 7, 1995; and

WHEREAS: NIKE, INC., a corporation of the state of Oregon, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005-6453; and Tetra Plastics, Inc., a corporation of the state of Missouri, having a place of business at 8 Research Park Drive, St. Charles, Missouri 63304; are desirous of jointly acquiring the entire right, title and interest in and to the aforesaid inventions or improvements in the United States, Korea and Japan; and in and to said application; and any and all additional applications for patent filed in the United States, Korea or Japan; and in and to and under any and all Letters Patent of the United States or Korea or Japan which may be granted therefor or as a result thereof;

WHEREAS: NIKE INTERNATIONAL LTD., a corporation of Bermuda, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005-6453; and Tetra Plastics, Inc.; are desirous of acquiring the entire right, title and interest in and to the aforesaid inventions

or improvements in any and all countries throughout the world other than the United States, Korea and Japan; and in and to any and all applications for Letters Patent filed in or for said inventions or ~~improvements in any country other than the United States, Korea,~~ and Japan; and in and to and under any and all Letters Patent for said inventions or improvements in or for any country other than the United States, Korea and Japan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, the aforesaid HENRY W. BONK and DAVID GOLDWASSER, by these presents do sell, assign and transfer:

(a) Unto NIKE, INC. and Tetra Plastics, Inc., their successors, legal representatives and assigns, the full and exclusive joint right in and to said inventions or improvements as described in said application, in the United States, Korea and Japan, and in and to said application including the right to claim priority under any international convention or national law and in and to and under any and all Letters Patent which may be granted therefor in the United States, Korea or Japan and in and to any and all divisions, continuations, reissues and extensions thereof to and for the full term for which any such patent may be granted, reissued or extended; and

(b) Unto NIKE INTERNATIONAL LTD., and Tetra Plastics, Inc., their successors, legal representatives and assigns, the full and exclusive right in and to the said inventions or improvements as described in said application, in any and all countries throughout the world other than the United States, Korea and Japan, and in and to said application including the right to claim priority under any international convention or national law and in and to and under any and all Letters Patent which may be granted therefor in any and all countries throughout the world other than the United States, Korea and Japan and in and to any and all divisions, continuations, reissues and extensions thereof to and for the full term for which any such patent may be granted, reissued or extended;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks for the United States, or any other appropriate or authorized officer, agent, representative or agency of any other country to issue all said Letters Patent to said assignee;

AND WE HEREBY warrant and covenant that we have full right to convey the entire interest assigned and that we have not executed and will not execute any instrument or assignment in conflict herewith;

AND WE HEREBY agree to communicate to said assignees or their representatives any facts known to use respecting said inventions

or improvements, application and Letters Patent, to execute all divisional, continuation, reissue, reexamination and foreign applications, to sign all lawful documents, to make all rightful oaths and declarations relating to said inventions or improvements, to testify in any judicial or administrative proceeding, and generally do everything possible to aid said assignees to obtain and enforce said Letters Patent in the United States or any foreign country when requested so to do by said assignees.

ASSIGNEES: NIKE, Inc.; NIKE International Ltd.; and Tetra Plastics, Inc. do hereby confirm, acquire and accept sale, assignment and transfer.

POWER OF ATTORNEY

The undersigned also hereby appoints Thomas M. Horgan, who is a registered Patent attorney, Reg. No. 33,183, our attorney and agent to prosecute on our behalf any applications, patents, continuations, divisionals, and extensions assigned hereby and to transact all business before the competent United States and foreign authorities or agencies in connection with the hereby assigned applications and patent (including all divisional, continuation, reissues and extensions and any foreign equivalent or counterpart applications, including those claiming priority to the above-listed U.S. application, directly or indirectly. The undersigned also grants the above-identified attorney the full

power to appoint such further attorneys, agents or representatives as he deems appropriate to prosecute all these applications.

This grant of power of attorney is irrevocable by the undersigned and grants the unequivocal right to the indicated attorney to execute all instruments or documents which are necessary or appropriate for the filing and prosecution of applications for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to these inventions or Letters Patent therefor for the benefit of the Assignee which shall be as binding on the undersigned as if the undersigned had executed the instruments or documents themselves.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this

13 day of ~~June~~, 1995.

July

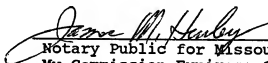

David Goldwasser

STATE OF MISSOURI)

County of St. Louis)

ss.

On this 13th day of ~~June~~^{July}, 1995, before me, a Notary Public in and for the County and State aforesaid, personally appeared DAVID GOLDWASSER to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and acknowledged the same to be his free act and deed.


Notary Public for Missouri
My Commission Expires: 5/23/97

(SEAL)

13th day of ^{July}~~June~~, 1995.

Henry W. Bonk

STATE OF CONNECTICUT)
County of New Haven)

On this 13th day of ~~June~~^{July}, 1995, before me, a Notary Public in and for the County and State aforesaid, personally appeared HENRY W. BONK to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and acknowledged the same to be his free act and deed.

~~Notary Public for Connecticut~~
~~My Commission Expires: 1/31/98~~
~~Marybeth Perry fka~~

(SEAL)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Group Art Unit: 1509)

Examiner:)

Inventor(s): Bonk et al.)

Serial No.: 08/475,276)

Filed: June 7, 1995)

For: **Barrier Membranes Including
A Barrier Layer Employing
Aliphatic Thermoplastic Urethanes**)

Attorney)

Docket No.: 4022-00003)

CERTIFICATE OF MAILING

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

This is to certify that the following Assignment, Recordal of Assignment Cover Sheet and check in the amount of \$40.00 to cover the fee for recording the assignment are being deposited along with this Certificate with the United States Postal Service as first-class mail in an envelope with sufficient postage addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231 on November 8, 1995.

The Commissioner is hereby authorized to charge any fee insufficiencies to our Deposit Account No. 08-0750 or credit any overpayments to that deposit account. A duplicate copy of this Certificate is enclosed.

Respectfully submitted,

By: _____

Robert M Siminski
Robert M. Siminski
Reg No. 36,007
Attorney for Applicant(s)

HARNESS, DICKEY & PIERCE, P.L.C.
P.O. Box 828
Bloomfield Hills, MI 48303
(810) 641-1600

Dated: November 8, 1995

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Attorney Docket No. 4022-00003

COVER SHEET FOR RECORDAL OF DOCUMENT (PATENT)

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case. The following information is provided:

(1) Name Of Party Conveying The Interest:

Henry W. Bonk
David Goldwasser

(2) Name And Address Of Parties Receiving The Interest For The United States:

NIKE, Inc.	<u>And</u>	Tetra Plastics, Inc.
One Bowerman Drive		8 Research Park Drive
Beaverton, OR 97005		St. Charles, MO 63304

(3) Description Of The Transaction To Be Recorded:

☒ Assignment ☐ License
☐ Change of Name ☐ Other _____

(4) Application(s) and/or Patent(s) Against Which Enclosure Is To Be Recorded:

☒ Serial Number 08/475,276, filed June 7, 1995.
☐ Application being filed concurrently herewith.
☐ Patent Number _____, issued _____.

(5) Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:

Michael P. Brennan
Harness, Dickey & Pierce, P.L.C.
P. O. Box 828
Bloomfield Hills, MI 48303

- (6) **Number Of Applications and/or Patents Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications/Patents: . 1

Total Recordal Fee Enclosed: . . . 40.00

- (7) **Date The Document Was Executed:** July 13, 1995

To the best of my knowledge and belief, the foregoing information is true and correct and the undersigned verifies that the assignment document it is a true copy of the original.

If, for some reason, Applicant(s) have/has not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due. A duplicate copy of this document is enclosed.

Respectfully submitted,

By: Robert M Siminski

Robert M. Siminski
Reg. No. 36,007
Attorney for Applicant(s)

Date: November 8, 1995

RMS:acs

ASSIGNMENT AND POWER OF ATTORNEY

WHEREAS, We: Henry W. Bonk, a citizen of the United States, residing at 51 Seiter Hill Road, Wallingford, Connecticut 06492; and David Goldwasser, a citizen of the United States, residing at 1601 Wilson Forest View Court, Chesterfield, Missouri 63005; have invented certain new and useful inventions or improvements in and for Barrier Membranes Including A Barrier Layer Employing Aliphatic Thermoplastic Urethanes for which an application for Letters Patent for the United States was filed on June 7, 1995; and

WHEREAS: NIKE, INC., a corporation of the state of Oregon, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005-6453; and Tetra Plastics, Inc., a corporation of the state of Missouri, having a place of business at 8 Research Park Drive, St. Charles, Missouri 63304; are desirous of jointly acquiring the entire right, title and interest in and to the aforesaid inventions or improvements in the United States, Korea and Japan; and in and to said application; and any and all additional applications for patent filed in the United States, Korea or Japan; and in and to and under any and all Letters Patent of the United States or Korea or Japan which may be granted therefor or as a result thereof;

WHEREAS: NIKE INTERNATIONAL LTD., a corporation of Bermuda, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005-6453; and Tetra Plastics, Inc.; are desirous of acquiring the entire right, title and interest in and to the aforesaid inventions

or improvements in any and all countries throughout the world other than the United States, Korea and Japan; and in and to any and all applications for Letters Patent filed in or for said inventions or improvements in any country other than the United States, Korea, and Japan; and in and to and under any and all Letters Patent for said inventions or improvements in or for any country other than the United States, Korea and Japan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, the aforesaid HENRY W. BONK and DAVID GOLDWASSER, by these presents do sell, assign and transfer:

(a) Unto NIKE, INC. and Tetra Plastics, Inc., their successors, legal representatives and assigns, the full and exclusive joint right in and to said inventions or improvements as described in said application, in the United States, Korea and Japan, and in and to said application including the right to claim priority under any international convention or national law and in and to and under any and all Letters Patent which may be granted therefor in the United States, Korea or Japan and in and to any and all divisions, continuations, reissues and extensions thereof to and for the full term for which any such patent may be granted, reissued or extended; and

(b) Unto NIKE INTERNATIONAL LTD., and Tetra Plastics, Inc., their successors, legal representatives and assigns, the full and exclusive right in and to the said inventions or improvements as described in said application, in any and all countries throughout the world other than the United States, Korea and Japan, and in and to said application including the right to claim priority under any international convention or national law and in and to and under any and all Letters Patent which may be granted therefor in any and all countries throughout the world other than the United States, Korea and Japan and in and to any and all divisions, continuations, reissues and extensions thereof to and for the full term for which any such patent may be granted, reissued or extended;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks for the United States, or any other appropriate or authorized officer, agent, representative or agency of any other country to issue all said Letters Patent to said assignee;

AND WE HEREBY warrant and covenant that we have full right to convey the entire interest assigned and that we have not executed and will not execute any instrument or assignment in conflict herewith;

AND WE HEREBY agree to communicate to said assignees or their representatives any facts known to use respecting said inventions

or improvements, application and Letters Patent, to execute all divisional, continuation, reissue, reexamination and foreign applications, to sign all lawful documents, to make all rightful oaths and declarations relating to said inventions or improvements, to testify in any judicial or administrative proceeding, and generally do everything possible to aid said assignees to obtain and enforce said Letters Patent in the United States or any foreign country when requested so to do by said assignees.

ASSIGNEES: NIKE, Inc.; NIKE International Ltd.; and Tetra Plastics, Inc. do hereby confirm, acquire and accept sale, assignment and transfer.

POWER OF ATTORNEY

The undersigned also hereby appoints Thomas M. Horgan, who is a registered Patent attorney, Reg. No. 33,183, our attorney and agent to prosecute on our behalf any applications, patents, continuations, divisionals, and extensions assigned hereby and to transact all business before the competent United States and foreign authorities or agencies in connection with the hereby assigned applications and patent (including all divisional, continuation, reissues and extensions and any foreign equivalent or counterpart applications, including those claiming priority to the above-listed U.S. application, directly or indirectly. The undersigned also grants the above-identified attorney the full


power to appoint such further attorneys, agents or representatives as he deems appropriate to prosecute all these applications.

This grant of power of attorney is irrevocable by the
undersigned and grants the unequivocal right to the indicated attorney to execute all instruments or documents which are necessary or appropriate for the filing and prosecution of applications for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to these inventions or Letters Patent therefor for the benefit of the Assignee which shall be as binding on the undersigned as if the undersigned had executed the instruments or documents themselves.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this

15 day of ~~June~~, 1995.

July



David Goldwasser

STATE OF MISSOURI)

County of St. Louis)

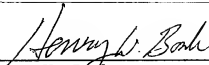
ss.

On this 15th day of ~~June~~ *July*, 1995, before me, a Notary Public in and for the County and State aforesaid, personally appeared DAVID GOLDWASSER to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and acknowledged the same to be his free act and deed.


Notary Public for Missouri
My Commission Expires: 5/23/99


(SEAL)

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
July
13th day of ~~June~~, 1995.


Henry W. Bonk

STATE OF CONNECTICUT)
County of New Haven } ss. Wallingford

On this 13th day of ~~June~~^{July}, 1995, before me, a Notary Public in
and for the County and State aforesaid, personally appeared HENRY
W. BONK to me known and known to me to be the person of that name
who signed and sealed the foregoing instrument, and acknowledged
the same to be his free act and deed.


Notary Public for Connecticut
My Commission Expires: 1/31/98
Marybeth Perry fka

(SEAL)

NIKE IHM



NIKE IHM, INC.

[about us ▼](#)

>> Monday January 3, 2011

- [facility locations](#)
- [directions](#)
- [markets served](#)
- [business strategy](#)
- [history](#)

[capabilities](#)[product info](#)[get more info](#)[industry info](#)[links](#)[sitemap](#)

Company History

Tetra Plastics becomes NIKE IHM, INC. in 1998

Tetra Plastics was built on challenges. In the late 1960s, the company developed plastic components for the production of plastic kites and expansion tubes for construction of nuclear power plants. During the 1970s, it developed specialty materials for snow skis and water skis. In the 1980s, Tetra teamed up with NIKE and played a critical role in the development of the NIKE airsole cushioning system that revolutionized athletic footwear.

Facing adversity

In the Great Flood of 1993, Tetra Plastics took on its biggest challenge to date – salvaging its machinery from a factory inundated with seven feet of muddy water. When the Missouri River burst through a levee and flooded Tetra's Chesterfield plant, the ingenuity that led to the company's numerous innovations in plastics stepped in to guide it through the crisis.

The determination needed to rise above the flood reflects the technological creativity that NIKE IHM thrives on today. In 2001, a 36-year-old firm, now an independently run subsidiary of NIKE INC, the company solves difficult problems using innovative engineered technology.

Our business strategy

We seek customers who need plastic products that require innovation and engineering not available in the standard marketplace. What NIKE IHM is not, is a company that produces commodities in large volume similar to those offered by other companies. We're in the specialty thermoplastics business. We listen to customers' needs and develop innovative solutions to meet those needs.

As a result of this strategy, NIKE IHM is growing rapidly. With a staff of more than 300 working in the 220,000 square foot office and manufacturing facility in St. Charles, MO. A second plant is located in Beaverton, OR.

The bottom line

A large portion of the growth comes from NIKE IHM's non-NIKE customers although NIKE remains the company's biggest client.

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